

**CONTRACT FOR
HOUSING COUNSELING SERVICES FOR THE FORECLOSURE COUNSELING PROGRAM
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
LEE COUNTY HOUSING DEVELOPMENT CORPORATION**

This Contract for Foreclosure Counseling Program (FCP) Counselor Services for the Foreclosure Counseling Program, Contract No.: 2013-01-02-025, is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and LEE COUNTY HOUSING DEVELOPMENT CORPORATION, CORP. (HCA) located at 3677 Central Ave., Suite F, Fort Myers, FL 33907. This Contract shall become effective upon the date the last party signs the Contract (Effective Date).

MUTUAL UNDERSTANDINGS

On January 17, 2013, the Legislative Budget Commission approved a \$10 million allocation from National Mortgage Settlement funds to provide foreclosure counseling services to be administered by Florida Housing. The funding will allow Florida Housing to carry out the following objectives:

- Help prevent homeowners from going into foreclosure; and
- Provide at-risk homeowners with good financial management education to help them better manage their money and assist them with credit problems in order to become financially stable.

Florida Housing proposes to meet these objectives by providing funding on a fee-for-service basis to U.S. HUD approved housing counseling agencies (HCAs) to carry out foreclosure counseling services and more extensive financial management education. The program approach will be to provide counseling support for at risk homeowners that augments counseling provided through the National Foreclosure Mitigation Counseling (NFMC) Program and other programs when available.

Florida Housing estimates that this new program will serve a minimum of 10,500 homeowners. The objective of this new program is to more fully support homeowners through their delinquency resolution negotiations.

Participating HCAs will develop an action plan for each client that is tailored to their needs and is revised as circumstances change, and will assist them with loan servicer and other contacts throughout the process. The goal is to provide families with the ability to follow a tailored plan throughout the modification or foreclosure process, even after counseling is completed. In addition to an action plan for their situation, many families also need financial education to ensure that these situations are less likely to occur in the future.

The services sought will be performed in accordance with the terms and conditions set forth in this RFQ, and/or any other term and condition in any Contract subsequently awarded.

NOW, THEREFORE, the parties agree as follows:

1. CLIENT MANAGEMENT SOFTWARE

HCA's must use a client management software acceptable to Florida Housing which is capable of providing the required data elements under the Contract.

2. ENGAGEMENT OF THE HCA; RESPONSIBILITY TO PROVIDE INFORMATION ON EMPLOYEES; REFERENCE CHECKS

The HCA agrees to provide the services in accordance with the terms and conditions hereinafter set forth, unless otherwise stated in this Contract. The HCA understands and agrees that all services under this Contract are to be performed solely by the HCA, unless prior written approval and consent is received from Florida Housing for any subcontract or assignment of services.

The HCA shall use the applicable criteria set forth in the Foreclosure Counseling Program Procedure Manual (the "Procedure Manual") dated June 2013 to determine the Applicant's eligibility for assistance. From time to time, updated procedures will be made available to the HCA. The HCA is required to apply the eligibility criteria and procedures in effect at the time the eligibility determination is made for an Applicant. As used herein, the term Procedure Manual shall mean the Procedure Manual as amended or modified from time to time during the term of this Contract.

References herein to "this Contract" shall be deemed to include the Procedure Manual, as amended or modified from time to time during the term hereof.

The HCA agrees to provide, in writing to Florida Housing's program contact as designated in subparagraph 11(e) herein, the following:

- A list of all employees who will provide services under this Contract (due upon execution of this Contract by the HCA).
- Resumes of all employees that will have responsibilities for the FCP (due within fourteen (14) days following execution of this Contract by the HCA).
- Notice of any change in the list of employees providing services under this Contract (due within 7 days of the change).
- Resumes of any new employees that will have responsibilities for the FCP (due within seven (7) days of access).

The HCA agrees to perform appropriate reference checks on any new employee that will be providing services under this Contract.

3. INCORPORATION OF MUTUAL UNDERSTANDINGS, LAWS, RULES AND REGULATIONS

The Mutual Understandings set out above are incorporated into and made a part of this Contract.

Applicable federal and state laws, rules, and regulations, as well as such written directives and guidance as may be issued from time to time by Treasury with regard to the Unemployment Programs, shall govern both the HCA and Florida Housing.

4. EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall begin upon the date the last party signs the Contract (Effective Date).

The term of this Contract shall be for a period of two (2) years following the Effective Date, subject to satisfactory performance of the HCA at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed for additional one-year periods as long as the program is in effect.

5. MODIFICATION OF AGREEMENT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing, signed by the parties and attached to this Contract. All other terms and provisions, not so modified, shall remain in full force and effect.

6. COMPENSATION

The maximum compensation for a client in the FCP is \$900. No counseling activities will be paid from FCP that are funded by other sources.

Billing Types		
Billing Type	Amount	Description
Intake	\$150 (one time)	<ul style="list-style-type: none"> • Primary Residence • Proof of Ownership • FCP Program Eligibility Determination • Intake Application • Signed Authorization • Signed Disclosure • Signed Privacy • Develop Action Plan
Counseling Session	\$75 per event	<ul style="list-style-type: none"> • Budget Verification • Review & Revision of Action Plan • Update Documentation • Servicer/Lender Contact
Financial Management Education	\$75 one time	<ul style="list-style-type: none"> • Training Certificate
Trial Modification Approved	\$75 per event	<ul style="list-style-type: none"> • Budget Verification • Review & Revision of Action Plan
Permanent Modification Approved	\$75 per event	<ul style="list-style-type: none"> • Budget Verification • Review & Revision of Action Plan
Alternative Housing Solution	\$75 per event	<ul style="list-style-type: none"> • Budget Verification • Review & Revision of Action Plan • Discuss Options • Signed Disclosure of Options • Referral to Service Agencies

Alternative Housing Outcome	\$75 (Max \$750)	• Implement Housing Transition
File Close-Out	\$75 (Max \$750)	• +90 days no contact with Client

7. APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION

(a) Applicant Privacy: The HCA shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.

(b) Contents of the Files: The HCA shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for assistance in accordance with the applicable eligibility guidelines under this Contract, as well as all compensation paid to the HCA for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the HCA in connection with this Contract. All documentation relating to the eligibility (or ineligibility) of an Applicant must be stored in the Web Portal system.

(c) Retaining the Files: The HCA must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress, subject to the provisions of subparagraph 10(g)(iii) below. Additional time may also be required if other assistance programs are used with longer retention periods. It is the HCA's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

(d) Access to the Files: The HCA and its employees shall allow Florida Housing, or its agent(s) and compliance monitor(s), physical access to the files and records maintained by the HCA under this Contract during normal business hours, 9:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the HCA 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the HCA's contract administrator as designated in this Contract.

(e) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the HCA in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The HCA represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(f) **Electronic Files and Records:** The HCA understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing or by its compliance monitors. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The HCA shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida Housing, or to its compliance monitor(s), or to Treasury, or to its designee(s). The HCA shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its rights under subparagraph 7(d) of this Contract to conduct on-site inspections of the HCA's files and records under this Contract.

(g) **Use of Applicant Information:** The HCA agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under paragraph 9 of this Contract. This terms and conditions in this subparagraph 7(g) shall survive the termination of the Contract.

8. LIABILITY

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the HCA, its agents, its servants, or employees, and the HCA specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and holds Florida Housing harmless from the claims of any third party which may arise due to the acts, omissions, or negligence of the HCA or its agents, servants or employees. The HCA further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. Rather, the HCA acknowledges that it is performing the services under this Contract as an independent contractor. The HCA warrants and represents that it is authorized to do business in the State of Florida, and that it has and will maintain at all times during the term of this Contract all requisite licenses and permits as may be required for doing business and practicing its profession.

(b) The HCA specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.

(c) The HCA specifically accepts responsibility for the payment of all income taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments paid to or by the HCA in conjunction with the services rendered pursuant to this Contract or in connection with the HCA's property. At no time shall the HCA make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Florida Housing.

(e) The HCA shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the HCA.

(f) The HCA must maintain professional liability insurance throughout the term of the Contract in an amount that is standard for the industry, but not less than \$100,000.

9. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph 9(b) (Events of Default) occur, all obligations on the part of Florida Housing to continue doing business with the HCA or assign any future transaction to the HCA shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the HCA as a participant after the happening of any event listed in subparagraph 9(b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the HCA in the final transaction.

(b) Events of Default shall include, but not be limited to, the following:

- i. If any report, information, representation or material provided by the HCA in this Contract, is inaccurate, false or misleading;
- ii. If any warranty or representation made by the HCA in this Contract, or any other outstanding agreement with Florida Housing, is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
- iii. If the HCA fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
- iv. If, in the sole discretion of Florida Housing, the HCA has failed to perform or complete any of the services identified in this Contract;
- v. If the HCA has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work or services to be provided under this Contract;
- vi. If the HCA permits or engages in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in performing any service identified in this Contract;
- vii. If the HCA does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
- viii. If the HCA commits fraud or engages in activities deemed fraudulent or misleading by Florida Housing;
- ix. If the HCA refuses to permit public access to any document, paper, letter, or other material subject to disclosure under Florida's Public Records Law; or
- x. If the HCA, or any of its staff, are listed on Florida Housing's Past Due or Non-Compliance List (available on Florida Housing's website).

(c) Upon the happening of any Events of Default listed in subparagraph 9(b) above, Florida

Housing will provide written notice of the Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in paragraph 11 of this Contract.

(d) Upon the happening of any Events of Default listed in subparagraph 9(b), Florida Housing may provide the HCA a period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the HCA of the length of the Cure Period in the Notice of Default.

(e) Upon the happening of any Event of Default, or if Florida Housing provides a Cure Period and if the HCA is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

- i. Florida Housing may terminate the Contract;
- ii. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
- iii. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the HCA to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the HCA to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the HCA to reimburse Florida Housing for the amount of costs incurred; or
- iv. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

10. TERMINATION; SURVIVAL OF OBLIGATIONS AND DUTIES OF HCA UPON AND FOLLOWING TERMINATION

(a) Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the tenth (10th) day after the representative of the HCA as identified in paragraph 11 of this Contract receives written notice through first class certified mail, return receipt requested (Termination Notice). This Termination Notice shall be sent to the representative of the HCA identified in paragraph 11 of this Contract.

(b) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the HCA as identified in paragraph 11 of this Contract receives the Termination Notice if the HCA fails to comply with Florida's Public Records Law.

(c) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the HCA as identified in paragraph 11 of this Contract receives the Termination Notice if the HCA fails to comply with the terms and conditions set forth in s. 420.512(5), Fla. Stat.

(d) Florida Housing may terminate the Contract for cause, including, but not limited to, the Events of Default contained in this Contract. The Contract will automatically terminate on the tenth (10th) day after the representative of the HCA as identified in paragraph 11 of this Contract receives the

Termination Notice.

(e) This Contract may be terminated by either party upon ten (10) days written notice. The Contract will automatically terminate on the tenth (10th) day after all the parties consent in writing to the Termination Notice.

(f) Upon termination of this Contract for any reason, the HCA shall ensure that all information kept pursuant to paragraph 7 of this Contract is transmitted to Florida Housing via the Counselor Direct or any other appropriate or necessary means specified by Florida Housing. The HCA shall have a continuing duty to maintain the security of Applicant information and PII for the retention period of any information kept pursuant to paragraph 7 of this Contract.

(g) Upon termination of this Contract for any reason, the HCA shall:

i. immediately cease the use of any logo, slogan, sigil, service mark, trademark or any other intellectual property of Florida Housing associated with the FCP Program in any and all media produced or maintained by the HCA;

ii. immediately cease to represent any association with the FCP Program for any purpose whatsoever in any and all media produced or maintained by the HCA; and

iii. notwithstanding the provisions of subparagraph 7(c) of this Contract regarding the retention of records, the HCA shall destroy or delete all physical and electronic records containing any Applicant data or PII per the methods set forth in subparagraph 7(c) of this Contract and provide Florida Housing with a written statement that all physical and electronic Applicant data has been provided to Florida Housing either in CounselorDirect or other electronic means acceptable to Florida Housing and subsequently destroyed or deleted.

The terms and conditions in subparagraphs (f) and (g) above shall survive the termination of the Contract. Failure to comply with the terms of this part shall constitute an Event of Default pursuant to paragraph 9 above.

11. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Della Harrell, Contracts Manager
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6548
E-mail: della.harrell@floridahousing.org
or the designated successor.

(b) The primary HCA contract administrator for this Contract is:

or the designated successor.

(c) The Florida Housing program contact for this Contract is:

Robert Dearduff
Special Programs Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 488-9809
E-mail: robert.dearduff@floridahousing.org
or the designated successor.

(d) All written and verbal approvals referenced in this Contract shall be obtained from the parties' contract administrator or their respective designees.

(e) All notices shall be given to the parties' respective contract administrators or their respective designees (unless a provision in the Contract directs otherwise, in which case such notice shall be given to the person or contact as directed in that provision).

12. CONFIDENTIALITY

(a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing pursuant to this Contract are confidential and the HCA will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

(b) In addition, working papers, copies, internal documents, procedures, methods and related materials are considered confidential and/or proprietary and the HCA shall treat such information as confidential and/or proprietary and shall not reveal or discuss any such information with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

(c) If the HCA is required to disclose or publish the existence or terms of this Contract pursuant to Florida's Public Records Law, then the HCA shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

13. GOVERNING LAW; VENUE; OTHER PROVISIONS

(a) This Contract shall be construed under the laws of the State of Florida and venue for any actions arising out of this Contract shall lie in Leon County.

(b) If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Contract.

(c) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the HCA shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida

Housing for any further or subsequent default by the HCA. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

(d) Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

(e) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

14. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or federal agency. The HCA further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

15. COPYRIGHT, PATENT AND TRADEMARK

(a) If the HCA brings to the performance of this Contract a pre-existing copyright, patent or trademark, the HCA shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith, the HCA shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the HCA shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in connection with the performance under this Contract are hereby reserved to Florida Housing.

(c) All subcontracts or other arrangements entered into by the HCA, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g., audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

16. LEGAL AUTHORIZATION

The HCA certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The HCA also certifies that the undersigned possesses the authority to legally execute and bind the HCA to the terms of this Contract.

17. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

18. CONFLICTS OF INTEREST

(a) The HCA and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "FCP Employee" means any employee of the HCA, including the HCA, if an individual. To that end, an FCP Employee may not handle, process or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Unemployment Programs (UMAP and MLRP) made by an Applicant that is a Relative, Friend or Business Associate of the FCP Employee. "Relative," for purposes of this paragraph, with respect to the FCP Employee, means an individual who is related to the FCP Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister. "Friend," for purposes of this paragraph, with respect to the FCP Employee, means an individual, with whom the FCP Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the FCP Employee, means an individual, with whom the FCP Employee has a business or financial relationship. Should the HCA or the FCP Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 11(e) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

(b) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant

pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.”

(c) Section 420.503(31), Fla. Stat., states:

“ ‘Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

(d) By executing this contract, the HCA certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(e) The HCA will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the HCA become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest

come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the HCA will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 11(e) of this Contract, within ten (10) working days. If the HCA is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

19. TECHNICAL ASSISTANCE

A technical assistance provider (TAP) may be assigned to the HCA by and at the discretion of Florida Housing at any time during the term of this Contract. In such case, the TAP may evaluate the HCA to determine experience and capacity levels and submit written recommendations and observations to Florida Housing. In no event, however, shall the TAP manage, control or direct the manner in which the HCA renders the services contemplated under this Contract.

20. FACILITIES

The facilities and premises used by the HCA in providing the services under this Contract shall be maintained in commercially reasonable clean and safe condition, and accessible to all persons, including persons with disabilities.

21. OTHER LANGUAGES

The HCA must be prepared to communicate with non-English speaking Applicants in providing the services contemplated under this Contract. To that end, the HCA either must have staff fluent in the language of any such Applicant or use interpreter services to ensure that such Applicant has access to the services and programs contemplated under this Contract.

22. ANTI-DISCRIMINATION

The HCA will not permit or engage in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.

23. COMPLIANCE

The HCA agrees to comply with quality control, compliance and evaluation of the Unemployment Mortgage Assistance Program and Mortgage Loan Reinstatement Program for activities performed pursuant to the Contract.

24. ENTIRE AGREEMENT; ALL PRIOR AGREEMENTS SUPERSEDED AND TERMINATED

This Contract, including any and all attachments, embodies the entire agreement of the parties with respect to its subject matter. This Contract supersedes and replaces all previous oral or written communications, representations or agreements in connection with or related to the subject matter of this Contract, including, specifically, any previous version(s) of this Contract entitled Contract For HCA Services For The HFA Foreclosure Counseling Program Unemployment Mortgage Assistance Program And Mortgage Loan Reinstatement Program between Florida Housing and the HCA. Upon execution of

this Contract, any such previous contract shall be deemed terminated by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned representatives as duly authorized.

By: Lee County Housing Devp Corp.

Name: Erika Adams

Title: Executive Director

FEIN: 65-0295038

DATE: 7/5/2013

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name: Stephen P. Auger
Title: Executive Director

DATE: 7/9/13

REQUEST FOR QUALIFICATIONS 2013-01

**HOUSING COUNSELING AGENCIES FOR THE IMPLEMENTATION OF THE
FORECLOSURE COUNSELING PROGRAM FUNDED THROUGH THE
NATIONAL MORTGAGE SETTLEMENT**

for

FLORIDA HOUSING FINANCE CORPORATION

**Issued: February 12, 2013
Deadline for Responses: March 12, 2013**

SECTION ONE INTRODUCTION

On January 17, 2013, the Legislative Budget Commission approved a \$10 million allocation from National Mortgage Settlement funds to provide foreclosure counseling services to be administered by Florida Housing. The funding will allow Florida Housing to carry out the following objectives:

- Help prevent homeowners from going into foreclosure; and
- Provide at-risk homeowners with good financial management education to help them better manage their money and assist them with credit problems in order to become financially stable.

Florida Housing proposes to meet these objectives by providing funding on a fee-for-service basis to U.S. HUD approved housing counseling agencies to carry out foreclosure counseling services and more extensive financial management education. The program approach will be to provide counseling support for at risk homeowners that augments counseling provided through the National Foreclosure Mitigation Counseling (NFMC) Program and other programs when available.

Florida Housing estimates that this new program will serve a minimum of 10,500 homeowners. The objective of this new program is to more fully support homeowners through their delinquency resolution negotiations.

Participating HCAs will develop an action plan for each client that is tailored to their needs and is revised as circumstances change, and will assist them with loan servicer and other contacts throughout the process. The goal is to provide families with the ability to follow a tailored plan throughout the modification or foreclosure process, even after counseling is completed. In addition to an action plan for their situation, many families also need financial education to ensure that these situations are less likely to occur in the future.

The services sought will be performed in accordance with the terms and conditions set forth in this RFQ, and/or any other term and condition in any Contract subsequently awarded. Offerors will be selected through Florida Housing's review of each response, considering the factors identified in this RFQ, and any other factors that Florida Housing considers relevant to serving the best interests of Florida Housing and its mission.

SECTION TWO DEFINITIONS

For purposes of this document, the terms reflected below shall be defined as follows:

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee comprised only of employees of Florida Housing that is established pursuant to Fla. Admin. Code R. 67-49.007.
“Contract”	The document containing the terms and conditions of this RFQ and any other term and condition that the parties agree to.
“Contractor”	A person or entity providing the professional services described in Section Four of this RFQ.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the Contract(s) that is (are) awarded as a result of this RFQ.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Foreclosure Counseling Program” or “FCP”	The program created to provide foreclosure counseling services to homeowners with funding provided from the National Mortgage Settlement.
“Housing Counseling Agency” or “HCA”	An agency certified by the U. S. Department of Housing and Urban Development to provide housing counseling services to homeowners.
“Interested Party”	A person or entity that obtains a copy of the RFQ from Florida Housing.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ and submits a response to this RFQ.
“Response”	The written submission by an Offeror to this RFQ.
“RFQ”	This Request for Qualifications, including all exhibits

referenced in this document and all other documents incorporated by reference.

“Staff” Any employee of Florida Housing, including the Executive Director.

“Threshold Item” A mandatory requirement of the RFQ. Failure to meet any requirement in the RFQ designated as a “Threshold Item” shall result in rejection (no further action) of a Response.

“Website” The Florida Housing Finance Corporation website, the Universal Resource Locator (URL) of which is www.floridahousing.org

SECTION THREE PROCEDURES AND PROVISIONS

A. An Offeror must submit an original and five (5) copies of the Response in a sealed envelope marked “RFQ 2013-01.” Each envelope or package containing Responses must clearly state the name of the Offeror. In addition, an Offeror must submit an electronic copy of the Proposal on a compact disc at the time the hard copies are submitted. The Response that is the original must clearly indicate “Original” on that Response. Florida Housing shall not accept a faxed or e-mailed Response.

In order for the Offeror to be considered in the first round of awards, Florida Housing must receive Responses on or before **2:00 p.m., Eastern Time, on Tuesday, March 12.** Florida Housing intends to keep this RFQ open. For any Response received after March 12, 2013 the Committee will evaluate and make its recommendations to the Board at the next regularly scheduled Board meeting after the applicable Review Committee Meeting noticed in the Florida Administrative Register.

Responses shall be opened at that time and consecutively numbered. Responses must be addressed to:

Sherry Green
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6548
Email: sherry.green@floridahousing.org

B. This RFQ does not commit Florida Housing to award a Contract to any Offeror or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the Contract awarded are to be performed solely by the Contractor(s), and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFQ;
3. Obtain information concerning any or all Offerors from any source;
4. Schedule an oral interview before the Committee and/or the Board from any or all Offerors;
5. Select for Contract negotiation or for award, a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's best interest shall be served; and
6. Negotiate with successful Offerors with respect to any additional terms or conditions of the Contract.
7. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFQ at any point prior to the due date of Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Offerors who requested copies of the RFQ. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

E. Any Interested Party may submit any question regarding this RFQ in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Tuesday, February 19, 2013. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Friday, February 22, 2013. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at: http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_LegalRFQs.aspx Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Sherry Green or her designee that are posted on the Website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

F. Any person who wishes to protest the specifications of this RFQ must file a

protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

G. The term of the initial Contract shall be two years with annual renewals available for each year thereafter in which there are funds available for the program and upon satisfactory performance evaluations by Florida Housing.

SECTION FOUR OBJECTIVES AND SCOPE OF SERVICES

All HCAs participating in the FCP will be required to provide the following services:

A. Counseling Scope of Services

1. Basic Counseling

Basic Counseling will include client intake, verification of a homeowner's budget and financial information and documentation of such, determination of delinquency status, evaluation of affordability options, determination of the best course of action for the homeowner, preparation of an action plan, and initiation of delinquency resolution negotiations with the lender. For clients coming into the FCP that have already received these services through the NFMCC or other program, this service will be limited to only counseling that was not provided and paid for by the previous program.

2. Extended Counseling

Extended Counseling will include ongoing support through the process of a trial loan modification, formal loan modification or other resolution as a homeowner resolves financial issues and negotiates with their lender, with services reimbursed according to a specific set of milestones.

For example, this will include:

- Counseling services to a homeowner during a trial loan modification;
- Counseling services to a homeowner during a formal loan modification; and/or
- Counseling services in a situation where a homeowner does not accept a modification plan because it does not provide enough relief for them to keep their home, or is not provided a formal modification and therefore must go through disposition of their home.

3. Financial Management Education

Financial Management Education will provide homeowners with the skills and knowledge necessary to ameliorate the risk of re-default or avoid problems in the

future. This service may be provided in a one-on-one session or in a group and may include in-person training and virtual training. All financial management education programs and materials shall be approved by Florida Housing prior to use in the FCP.

4. Ongoing File Maintenance and Document Management

Client files shall be maintained for three years past the date of resolution. This will include documentation on income, mortgage and other sensitive documents and will be required to be maintained in a secure manner.

5. Adherence with Compliance Monitoring Requirements

The Contractor shall be required to provide any information, data or documentation required by Florida Housing or its monitoring agent related to evaluating compliance with program requirements.

6. Reporting

The Contractor shall be required to submit to Florida Housing all required reports according to timeframes established by Florida Housing. These reports may include, but are not limited to, number of clients served, types of services provided, demographic data on clients, and client outcomes.

7. Other Services

The Contractor may be offered the opportunity to enter into a contract to serve as an Advisor Agency under the Hardest Hit Fund Program based on the needs of that program as determined by Florida Housing Staff.

B. Contractor Objective Requirements

1. **Experience:** All counseling agencies must have a minimum of two years of experience in the delivery of foreclosure intervention and delinquency resolution services. Counselors working at these agencies will be required to be certified through training and have experience working in existing foreclosure counseling programs. A compliance monitor or technical assistance provider may be assigned to the HCA by Florida Housing at any time during the contract period to evaluate experience and capacity levels and submit written recommendations and observations.
2. **Facilities:** Any premises used for counseling services must be clean, safe and accessible to all persons, including persons with disabilities. The HCA must have facilities available to give private counseling sessions. The facilities may be offsite if necessary. If the HCA provides group counseling sessions, the premises must maintain the same standards.

3. **Outreach and Marketing:** The HCA must make reasonable efforts to reach clients who need its services. This may be done in a variety of ways: advertising, contact with social agencies and partnering with other entities in the HCAs service area. The HCA should implement an outreach and marketing plan where possible. The HCA must make sure that any information disseminated in any format is not false or misleading.
4. **Recordkeeping:** The HCA must use a client management software that can provide the required data elements in an electronic format that is acceptable to Florida Housing.
5. **File Retention:** Files must be maintained in a manner which safeguards the privacy of the client's information. Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains client privacy. Files must be retained for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress.
6. **National Industry Standards:** The HCA must adopt The National Industry Standards for Homeownership Education and Counseling.
7. **Certification:** All counselors and applicable administrators must be trained to provide services under this contract and certified in Foreclosure Intervention and Default courses by NeighborWorks America, the National Council of LaRaza, National Foundation of Credit or other approved certification provider and must maintain these certifications every three years. New or existing staff to be used as counselors must be certified within 18 months of hire or reassignment.
8. **Compliance with the State Law:** The HCA and its staff must be in compliance with all applicable laws of Florida.
9. **Other Languages:** The HCA must either have counselors fluent in the language that clients speak or will use interpreter services to ensure non-English speaking clients can obtain foreclosure counseling.
10. **Anti-Discrimination:** The HCA will not permit discrimination against clients on the basis of their gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.
11. **Compliance:** The HCA will comply with quality control, compliance and evaluation of activities performed pursuant to the Contract. Any items that place the HCA on Florida Housing's Past Due or Non-Compliance List must

be cleared prior to execution of a Contract with Florida Housing or before payment for services is rendered by Florida Housing.

12. **Conflict of Interest:** The HCA must certify that the staff and volunteers who will provide foreclosure counseling have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, family members and/or other entities that may stand to benefit from particular outcomes.
13. **Compensation:** The HCA will not be permitted to charge clients for any services rendered. All compensation will be disbursed by Florida Housing from the FCP Program funding.
14. **Nonprofit Status.** The applicant must function as a nonprofit organization. The agency must submit evidence of nonprofit status as demonstrated by Section 501 © of the Internal Revenue Code.
15. **Compliance with Fair Housing and Civil Rights Laws.** The HCA must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105 (a).
16. **Affirmatively Furthering Fair Housing.** The HCA must affirmatively further fair housing for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability and familial status. HCAs are expected to help remedy discrimination in housing and promote fair housing rights and fair housing choice.
17. **Ineligible Participants.** The HCA, including any of the agency's directors, partners, officers, principals, or employees must not be: 1. Suspended, debarred, or otherwise restricted under any local, state or federal regulations; 2. Indicted for, or convicted of, a criminal offense that reflects upon the responsibility, integrity or ability of the agency to participate in housing counseling activities; or 3. Subject to unresolved findings because of U.S. HUD or other government audits or investigations.
18. **Alternative Formats.** The HCA must be prepared to provide vital documents and information in alternative formats for persons with disabilities or make alternate accommodations for persons with disabilities.
19. **Knowledge of Existing Resolution Strategies, Specifics of Working within Florida's Judicial Foreclosure System, and Local Housing Market.** The agency's housing counseling staff must possess a working knowledge of strategies and available programs.

20. **Community Resources.** The HCA must demonstrate that it has established working relationships with private and public community resources to which it can refer clients who need help the agency cannot offer.

**SECTION FIVE
INFORMATION TO BE PROVIDED IN RESPONSE**

In providing the following information, restate each item and sub-item (with its letter and number), and limit your Response to one bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix.

A. COVER LETTER

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information:

1. The organization name, office address, city, state, and zip code.
2. The name, phone number and extension and e-mail address of the Executive Director or other official who has the capacity to sign legal agreements for the Offeror.
3. The name, job title, address, office telephone numbers, fax number, and e-mail address of a primary contact person who shall be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.
4. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Offeror.
5. All branch or affiliate information including name, office address, city, state, zip code, telephone number and fax number.

B. GENERAL INFORMATION

1. Provide evidence that the organization is approved as a U.S. HUD HCA.
2. Provide a copy of the declaration page for proof of professional liability errors and omissions insurance which includes the following: name of carrier and policy number; effective date of insurance; policy exclusions, if any; current coverage amounts; parties covered; and type of coverage.
3. Provide evidence of non-profit status.

4. Provide evidence of being an adopter of The National Industry Standards for Homeownership Education Counseling.
5. Provide Offeror's policy and procedures regarding the safe keeping of client's confidential information.

C. EXPERIENCE, RESOURCES AND QUALIFICATIONS

1. How long, in months, has your organization provided foreclosure counseling services?
2. Provide a list of certified foreclosure counselors on the staff of the HCA.
 - a. For each certified counselor:
 1. provide applicable proof of certification and length of time providing these services; and
 2. programs worked in; and
 3. length of time providing these services for each program.
3. Provide a list of other foreclosure staff. For example: intake workers, negotiators, etc. For each staff person, provide:
 - a. detail of experience in foreclosure counseling services; and
 - b. current job duties.
4. Provide a list of staff qualified to provide financial management education to clients.
 - a. For each staff member qualified, provide:
 1. detail of financial management education experience;
 2. programs served; and
 3. length of experience.
5. Number of certified foreclosure counselors the Offeror anticipates hiring or reallocating and training (existing staff) for this program within the next 12 months.

D. SERVICE AREA

Please provide a list of counties in your projected in-person counseling service area.

E. DELIVERY OF COUNSELING

1. Please provide types of counseling your organization is capable of performing:

Types of Counseling	
Phone	
Face to face	
Internet	
Video conference	
Other – Please describe	

2. Does your organization currently have the capacity to provide telephone counseling to clients statewide?

3. Does your organization have the capacity to provide financial management education?

F. DRUG-FREE WORKPLACE

If the Offeror has implemented a drug-free workplace program, pursuant to Section 287.087, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

G. MINORITY BUSINESS ENTERPRISE

If the Offeror is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

H. Certification (Threshold Item):

FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION SIX OF THIS RFQ BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.

**SECTION SIX
CERTIFICATION**

Do not reproduce the language of Section Six in the Response. By inclusion and execution of the statement provided in this Section each Offeror certifies that:

A. The Offeror submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed, and such joint filing is made clear on the face of the Response, shall be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFQ is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat., which provides:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and Section 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into Contracts with the service provider.”

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business

Solicitation Communications” is defined by Section 420.503(31), Fla. Stat., which provides:

“Prohibited business solicitation communication means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

E. The Offeror is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in pertinent part:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
 - b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - c. submit bids on leases of real property to a public entity;
 - d. be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and;
 - e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list.
6. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than the compensation agreed upon in the Contract

that results from this RFQ, unless that Offeror has written consent from Florida Housing's Executive Director after Florida Housing has been fully informed of such activities in writing.

7. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) that is (are) selected to provide these services may not engage in any actual, apparent, or potential conflict of interest. Should any such actual apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within 10 working days, seeking written consent from Florida Housing's Executive Director. If the Offeror is found to be in non-compliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

F. Certification Statement

THE FOLLOWING SHALL BE REPEATED IN THE OFFEROR'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE OFFEROR. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.

"I agree to abide by all conditions of RFQ 2013-01 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Offeror and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Six of this RFQ."

Authorized Signature (Original)

Print Name and Title

**SECTION SEVEN
FEE SCHEDULE**

Fees structure will be finalized and established in the contract between the participating HCAs and Florida Housing.

**SECTION EIGHT
EVALUATION PROCESS**

The individual Committee members shall independently evaluate the Responses by reviewing the answers to determine if requirements are met for each Response. The Committee shall conduct one or more public meetings during which the Committee may discuss its evaluations, select Offerors to be considered for Contract, make any adjustments deemed necessary to best serve the interests of Florida Housing's mission, and develop a recommendation or series of recommendations to the Board.

It is anticipated that all U.S. HUD approved HCAs that provide proper responses to all requirements of the RFQ will be approved and eligible to enter into a contract with Florida Housing to provide counseling services through the FCP.

**SECTION NINE
AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this RFQ on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful Offeror may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.